

15-90 Interoperable Communications Consortium
Memorandum of Understanding
Page 1 of 9

MEMORANDUM OF UNDERSTANDING

**BETWEEN THE DEPARTMENT OF MILITARY AFFAIRS, DISASTER AND
EMERGENCY SERVICES DIVISION**

Acting as the State Administrative Agency

AND

THE 15-90 INTEROPERABLE COMMUNICATIONS CONSORTIUM

Consisting of Anaconda-Deer Lodge County, Beaverhead County,
Butte-Silver Bow County and Granite County

Background

The Disaster and Emergency Services Division (DES), within the Montana Department of Military Affairs (DMA), has the responsibility for coordination of the Montana Homeland Security Task Force, a task force appointed by the Governor. Montana's homeland security objective is to protect citizens against the threat of terrorism by detecting, preparing for, preventing, responding to and recovering from terrorist threats or attacks. The mission of the Homeland Security Task Force is to serve the interests of the citizens of Montana by facilitating clear lines of communication and coordinating a comprehensive statewide plan in preparation for the specific occurrences of terrorism threat or attack. The Governor has appointed DES to serve as State Administration Agency for the Department of Homeland Security, Office of Domestic Preparedness (ODP).

On or about October 15, 2004 Anaconda-Deer Lodge County, Beaverhead County, Butte-Silver Bow County and Granite County signed Letters of Intent to form the 15-90 Interoperable Communications Consortium (the Consortium) to jointly conduct a needs assessment to investigate the problem of interoperable emergency communications as it applies to those counties and entities with which they have need to communicate, and further seek to develop an implementation strategy to alleviate the needs and shortfalls identified by this investigation.

Purpose

This Memorandum of Understanding is entered into between the Consortium and the Montana Department of Military Affairs, Disaster and Emergency Services (the SAA) to address the problems that must jointly be overcome to arrive at a reliable and effective interoperable communications system capable of providing interoperable wireless voice and data exchange for the entire spectrum of emergency management. While the focus of this effort will be response to terrorism or threat of terrorism, an all-hazard perspective will be maintained throughout.

15-90 Interoperable Communications Consortium
Memorandum of Understanding
Page 2 of 9

Objective

The objectives of this Memorandum of Understanding will meet the intent of the Montana Homeland Security Strategic Plan and of the applicable county plans of the members of the Consortium, as well as the parameters set forth by the Statewide Interoperability Executive Council.

The ultimate objective is to develop and implement an interoperable multimode radio communications system based on current federal and state communication standards (ODP, SIEC & Project 25) in which federal, state, and local public safety and emergency management representatives can operate autonomously and transition seamlessly to communicate effectively in an all-hazard emergency mission role. The system will provide advanced digital, secure voice and data communications for public safety and improve homeland security through provision of the means by which military and civil authorities may communicate by radio.

The immediate objective is to conduct a needs assessment to assess the radio communications needs and capabilities of the members of the Consortium, both collectively and individually, and to write a comprehensive implementation strategy aimed at achieving a reliable, effective and fully interoperable communications system between and within the counties themselves; between the Southwest Interoperability Project and Missoula consortium; and also between all local, state and federal entities that might be involved in emergency management and response. The implementation strategy will include detailed and prioritized schedules of equipment procurement and training necessary to fully implement the overall objective. In addition, the implementation strategy will provide for identifying sources of funding, and procuring funds through grant applications because outside funding will be required to implement the strategy. Detailed costs for implementing the plan, on-going costs for personnel to manage and operate the system, periodic costs to maintain and upgrade the system, and training costs will also be defined.

The second objective is to provide a basis for group procurement of equipment and training to the end of maximizing effectiveness while minimizing the costs thereof. Assistance with writing RFP's may be required for this objective.

The objectives will be accomplished through a contract with Federal Engineering (FE). Members of the Consortium are committed to support the activities of FE and to provide such technical assistance in the development of information pertaining to their particular county. The project should be undertaken, preferably by November 1, 2004, and completed in the near term to facilitate orderly and expeditious resolution of the problems identified.

15-90 Interoperable Communications Consortium
Memorandum of Understanding
Page 3 of 9

Source of Funding

The source of funding to accomplish the objectives will be from FY 2003 SHSGP II War Supplemental Grant and FY 2004 HSGP Grant Funds awarded to members of the Consortium. Money was set aside from the FY 2003 SHSGP II War Supplemental Grant awards by three of the four members of the Consortium to accomplish this project. In addition, all members of the Consortium will request that additional money be set aside from FY 2004 HSGP Grant Fund Awards in their FY 2004 HSGP Grant Application. These monies will be sufficient to pay the cost of the contract with FE, office support provided to FE and expenses incurred by the Project Director of the Consortium as outlined in the Budget.

Administration

This Agreement shall be effective from the date of execution and remain in effect until mutually terminated as set forth herein. The Agreement may be modified through mutual agreement by members of the Consortium. Any modification made to this agreement shall be made in writing prior to performance of the change. Members of the Consortium are not obligated to fund any changes or incur any obligations not properly approved, and agreed to, in advance.

The SAA will be the Consortium Administrator. Ms. Sheri Lanz, DMA/DES Homeland Security Coordinator, will serve as SAA point of contact in that role. The Consortium will oversee the performance of this Agreement and will provide accounting and bookkeeping services as outlined under Accounting and Financial Procedures.

Anaconda-Deer Lodge County, Beaverhead County, Butte-Silver Bow County and Granite County are full and equal partners within the Consortium. The Consortium will be administered by the Project Director who will be James Minor, DES Coordinator, and designated representative of Granite County. The Project Director will act as Chief Executive Officer of the Consortium, responsible for its day to day operation and provide for coordination between the Consortium, SAA, the Department of Administration, FE, and the FE Program Manager engaged in the design, management and deployment of the project.

A Governing Board consisting of the DES Coordinators from members of the Consortium will be responsible for policy formation and, through the Project Director, for overall supervision of the activities of the Consortium. The Governing Board shall meet at least monthly, and at the call of any of its members, FE or the FE Program Manager. Meetings and records of meetings will conform to Title 2, MCA. Activities of the Consortium and of the Governing Board itself will be governed by a set of by-laws that will be ratified by the Governing Board as a matter of priority.

Each member of the Consortium shall designate, in writing, the DES Coordinator to serve as a member of the Governing Board. The County Commissioners or County

15-90 Interoperable Communications Consortium
Memorandum of Understanding
Page 4 of 9

Government Official(s) will also designate, in writing, an alternate representative who will fulfill the duties of that County's primary representative in the event of incapacitation or absence of the primary representative as outlined above.

The Montana Department of Administration, Public Safety Services Bureau (PSSB) will be represented by delegating a Project Oversight Manager who will be responsible for logistical support, technical review, stakeholder liaison and other required duties for the duration of the project. The PSSB will also provide additional support in the areas of seeking supplemental funding sources, aid in governance modeling and other support services.

Meetings

Monthly meetings will be held by the Consortium during the duration of the project. Attendance at meetings is required for each member of the Governing Board, or their appointed delegate. It is the responsibility of the Project Director to organize and chair the meetings.

Reports and Documents

The Project Director for the Consortium will require progress reports from FE and/or the FE Program Manager engaged in fulfillment of services under this MOU. The reports include the

- Status Reports (by-weekly)
- Interview Questionnaire
- Detailed Interview Schedule
- Draft Needs Assessment Report (on or about the 11th week of the project)
- Final Needs Assessment Report (on or about the 13th week of the project)
- Draft Outline of Design Recommendation Report (on or about the 14th week of the project)
- Final Outline of the Design Recommendation Report (on or about the 15th week of the project)
- Hard copy of each Coverage Plot
- Draft Design Recommendation & Budget Report (on or about the 19th week of the project)
- Final Design Recommendation & Budget Report (on or about the 22nd week of the project)

The Project Manager will keep the SAA informed of significant events as they occur.

15-90 Interoperable Communications Consortium
Memorandum of Understanding
Page 5 of 9

Project Timeline

The project is scheduled to begin on or by November 1, 2004. As proposed by FE, the project will take 22 weeks, thereby ending on or about March 31, 2005. This schedule is tentative and can be modified, should this be desired, by the Governing Board. The schedule is heavily dependent upon timely participation by the members of the Consortium and can be impacted by weather conditions.

Signature Authority

The members of the Consortium hereby grant the Project Director, the Chief Executive Officer for the Consortium, the right to sign contracts, vouchers and other documents on behalf of the Consortium with approval of the Governing Board as recorded by vote in Consortium minutes.

Project Cost and Cost Sharing

The total cost of the project is \$198,570.00. This cost includes \$194,810 for FE, \$3,000 for Butte-Silver Bow for providing an office to FE and \$760 for travel and telephone expenses for the Consortium Project Director as outlined in the Budget.

The members of the Consortium agreed at their October 15, 2004 meeting to equally share the total cost of the project. Thus, each of the four members of the Consortium is responsible to pay \$49,642.50 for a total of \$198,570.00.

Fee and Payment Schedule

FE will perform the work on a firm-fixed-price basis for a lump sum cost of \$194,810. This includes \$160,200 in labor costs and \$34,610 in travel and other direct costs. FE requests eleven (11) equal biweekly invoices in the amount of \$17,710 each beginning on or about November 1, 2004.

Additional Members

No additional members will be considered for inclusion in the Consortium after FE's Statement of Work is received and approved by the Consortium. The Statement of Work was received and approved by the Consortium at their October 15, 2004 meeting.

Accounting and Financial Procedures

The source of funding to carry out the project is through the Department of Homeland Security, Office of Domestic Preparedness FY 2003 and FY 2004 State Homeland Security Grant Program. The SAA will act as the funds disbursing agent upon authorization by both the Consortium Administrator and the Project Director. The

15-90 Interoperable Communications Consortium
Memorandum of Understanding
Page 6 of 9

Project Director shall certify all services have been performed and authorize invoices for payment by the Consortium Administrator. The Governing Board may request changes to the budget as may be deemed appropriate. Such changes shall be subject to the approval of the SAA.

Duration and Termination

This agreement will expire on the date the requirements of the contract with Federal Engineering have been completed and the final payment to Federal Engineering has been paid for their services. Each participating agency may terminate this agreement upon thirty (30) days written notice to the Governing Board of such termination.

Budget

Federal Engineering (FE)	Cost
Needs Assessment:	\$ 120,230
Implementation Strategy & Recommendations:	\$ 57,300
Coverage Analysis:	\$ 17,280
Subtotal:	\$ 194,810
The Consortium	Cost
Office Support to FE:	\$ 3,000
Office Support for Consortium Project Director:	\$ 760
Project Director	\$ 0
Subtotal:	\$ 3,760
Grand Total:	\$ 198,570

Office Support to FE. FE's Proposal assumes that the Consortium will, at no cost to FE, make an office available for use of FE consultants for the duration of the project. This includes: (1) customary office arrangements and supplies; (2) connection to the Internet and email access; (3) local telephone service with voice mail; (4) access to a conference room as needed; and (5) access to secretarial support for messages and other administrative support.

Office Support for Consortium. Money will be required for travel and telephone charges incurred by the Project Director for the Consortium.

15-90 Interoperable Communications Consortium
Memorandum of Understanding
Page 7 of 9

Letter of Appointment Page

_____ County hereby designates _____ as
their primary representative to serve as a member of the Governing Board of
the Consortium, and _____ as the alternate
representative who will fulfill the duties of the County's primary
representative in the event of incapacitation or absence of the primary
representative.

Signatures of Local Government Officials

Name

Date Signed

Name

Date Signed

**15-90 Interoperable Communications Consortium
Memorandum of Understanding
Page 8 of 9**

Signature Page

By signature hereon, the undersigned agree to support and participate in the activities of the Consortium as set forth in this Agreement:

Signatures of Local Government Officials

Name

Date Signed

Name

Date Signed

15-90 Interoperable Communications Consortium
Memorandum of Understanding
Page 9 of 9

Signature Page for the State of Montana

By signature hereon, the undersigned agencies agree to support and participate in the activities of the Consortium as set forth in this Agreement:

For the State of Montana:

Sherri Lanz, DMA/DMS Homeland Security Coordinator

Date

Dan McGowan, DMA/DMS Administrator

Date